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1 explanation and attach supporting documentation." It  
2 says, "On February 22, Arthur was loading an ACL barge  
3 at Sterling, Texas City. He called in his time and  
4 dispatch noticed that he overdrafted the barge by 6  
5 inches." That would be consistent with the prior 15:21  
6 statement where you said you actually reported a 9.6,  
7 or 9-foot-6-inch draft?  
8 A. Yes.  
9 Q. I don't know if we call it a purchase order,  
10 but I'll use that term. The purchase order said that 15:21  
11 Sterling wanted 9-foot drafts at each point. Correct?  
12 A. Yes.  
13 Q. Then it says, "Dispatch questioned him and he  
14 admitted to overdrafting the barge." And you agree  
15 with that? 15:21  
16 A. Yes.  
17 Q. "Mason asked Arthur to report to the office  
18 to discuss the importance in reporting an overdraft."  
19 Is that true?  
20 A. No. 15:22  
21 Q. That's not true?  
22 A. No.  
23 Q. Mason didn't ask you to report to the office?  
24 A. He asked me to report the office because  
25 there was a problem. 15:22

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1 Q. Okay.  
2 A. But it wasn't about the importance of  
3 reporting an overdraft because I did that.  
4 Q. Then it says, "A few hours later ACL called  
5 and reported that Arthur had overdrafted the barge by 15:22  
6 1-foot-9-inches." Do you know whether or not that is  
7 what ACL reported?  
8 A. That is a possibility because, again, styrene  
9 is a very heavy product. If you overload it -- I can  
10 look at the overdraft now. But a few hours from now 15:22  
11 or shortly afterwards, the barge is going to continue  
12 to sink because it's listing, meaning like it's  
13 overloaded. We're talking about maybe 30,000 gallons  
14 of styrene. Styrene, like I said, is a heavy product.  
15 Now I'm not saying that the reported gauges are not 15:23  
16 accurate after the fact. But as I reported it, I know  
17 I was not off as much as they were saying that I'm  
18 off, but I'm willing to accept that as their final  
19 draft mark knowing the situation. I accept  
20 responsibility for that. 15:23  
21 Q. As I understand, just to clarify, you're  
22 putting this stuff in the bottom of the barge.  
23 Correct?  
24 A. Uh-huh.  
25 Q. You have got this barge and it's divided into 15:23

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1 compartments?  
2 A. Yes, it is.  
3 Q. So you're putting it -- each compartment you  
4 have got your port side bow, your port side stern, and  
5 starboard stern and bow and each one is a separate 15:23  
6 compartment so you fill the product -- you fill each  
7 compartment up to a certain level. And that's  
8 important to make the barge flow or as it travels  
9 through the water, steady?  
10 A. Yes. 15:24  
11 Q. All right. Then going back to Exhibit 13.  
12 The next sentence says, "Arthur was asked to come in  
13 on 2/23 for a root cause investigation." You agree  
14 with that. Correct?  
15 A. Yes. 15:24  
16 Q. "During the investigation, Arthur admitted  
17 that he had overdrafted the barge by 1-foot-9-inches."  
18 As I understand your testimony, you agree that you  
19 overdrafted it, but not necessarily by that much?  
20 A. Yes. 15:24  
21 Q. And was hoping that he would not get caught.  
22 That's true. Right?  
23 A. Yes.  
24 Q. "Due to Arthur's actions he is being  
25 terminated for violating the Integrity and Ethics 15:24

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1 policy." When did they tell you that you were being  
2 terminated?  
3 A. They told me right after the root cause  
4 meeting.  
5 Q. Who told you that? 15:25  
6 A. They called me into Jimmy Horn's office and  
7 that's when they indicated to me.  
8 Q. Who talked to you?  
9 A. I believe it was Mason.  
10 Q. And what did he tell you? 15:25  
11 A. He just told me that, "The determination for  
12 the root cause investigation, we decided to terminate  
13 your employment."  
14 (McKenzie Exhibit No. 14 marked.)  
15 Q. Let me hand to you and your attorney a 15:25  
16 document marked as Exhibit 14. This is a page out of  
17 the Tankerman Ops manual. Did you have a tankerman  
18 Ops manual?  
19 A. Is this one page off of that manual?  
20 Q. Yes. 15:25  
21 A. Do you have a copy of the manual that I  
22 can have a visual?  
23 Q. I don't.  
24 A. Because I can't answer that.  
25 Q. You don't remember this. Well, this says, in 15:26

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1 the lower right-hand corner, page 77.  
2 A. Okay.  
3 Q. Under the section that -- you see the section  
4 at the bottom labeled Draft Loading?  
5 A. Yes. 15:26  
6 Q. It says, "If any problems are encountered  
7 that will prevent a vessel from being loaded to the  
8 requested draft or for any reason the final drafts are  
9 not attained as requested, PSC's policy requires  
10 tankermen to notify PSC dispatch before proceeding 15:26  
11 with the disconnection of the dock arm/hose." Were  
12 you aware of that?  
13 A. No, I was not.  
14 (McKenzie Exhibit No. 15 marked.)  
15 Q. Let me hand to you and your attorney a 15:26  
16 document I have marked as Exhibit 15. Is this part of  
17 an examination you took during the TCA?  
18 A. Yes, it is.  
19 Q. Do you remember taking this exam?  
20 A. We took many. But yes, I believe so. 15:26  
21 Q. This indicates -- is it your handwriting up  
22 at the top?  
23 A. Yes, it is.  
24 Q. Do you know who signed it as evaluator?  
25 A. It would have to be one of my -- Archie 15:27

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1 Knighton. That's what it looks like.  
2 Q. Okay.  
3 A. That's Archie Knighton.  
4 Q. Question 2, the question is, "Other  
5 considerations of a tankerman's transfer plan are: A. 15:27  
6 Loading to draft. B. Shore stop. C. Deck loading.  
7 And the D. All the above." You answered that, "All  
8 of above." Correct?  
9 A. Yes.  
10 Q. That was the right answer? 15:27  
11 A. Yes.  
12 Q. So it is the tankerman's responsibility to  
13 load to draft?  
14 A. Yes, it is.  
15 Q. And question 3, you agree that it's the 15:28  
16 tankerman's responsibility to load to the requested  
17 cargo level?  
18 A. Yes, I do.  
19 Q. That's your signature on the second page?  
20 A. Yes, it is. 15:28  
21 Q. Do you remember having an exit interview with  
22 Christina?  
23 A. Yes, I do.  
24 (McKenzie Exhibit No. 16 marked.)  
25 Q. Let me hand to you and your attorney a 15:28

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1 document that I marked as Exhibit 16. Okay. The  
2 first page I believe was filled out. Tell me what you  
3 remember talking to Christina about.  
4 A. You're asking me? What's the question?  
5 Q. Well, this indicates that there was an exit 15:29  
6 interview done on February 26th, 2007.  
7 A. Uh-huh.  
8 Q. And as I understand, page 1 of Exhibit 16 is  
9 the front side completed by Christina and page 2 you  
10 filled out. Is that correct? 15:29  
11 A. Yes, I filled out page 2.  
12 Q. You signed it down there at the bottom?  
13 A. Yes, I did.  
14 Q. How did this exit interview come about?  
15 A. After I was terminated or notified that I was 15:29  
16 terminated, I was to do an exit interview with  
17 Christina. Made provisions to bring my tools back and  
18 go over this document, I suppose.  
19 Q. Did you see this document, the front page?  
20 A. Yes, I think I did. 15:29  
21 Q. How long did the meeting last?  
22 A. It didn't last long. I would say five  
23 minutes at the most, if that long.  
24 Q. Did Christina tell you where it says Further  
25 Explanation, written there, "Violated company 15:30

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1 integrity. Intentionally did not report overdrafting  
2 a barge by 1-foot-9-inches"? Did she tell you that?  
3 A. No, she did not.  
4 Q. Now, under Comments on Work Performance it  
5 says, "Had problems with Arthur in the beginning but 15:30  
6 he was counseled and his performance improved.  
7 Terminated due to violation of Integrity policy." Did  
8 anyone ever tell you that?  
9 A. No. I never knew that they had problems with  
10 me at the beginning. 15:30  
11 Q. You knew about the --  
12 A. I didn't know that they knew.  
13 Q. You did get suspended because of the fire  
14 extinguisher. Right?  
15 A. Yes. 15:31  
16 Q. That happened -- I think you said that  
17 happened between the time you graduated from the TCA  
18 in March of '05 and the time you went on leave of  
19 absence in June of '05 for the car accident.  
20 A. Yes, it was shortly after. 15:31  
21 Q. Let's look at the second page for a minute.  
22 And you did fill this one out. Correct?  
23 A. Partially, yes.  
24 Q. What part did you not fill out?  
25 A. I guess everything that is not checked off. 15:31

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1 Q. Did you check off -- did you check off that  
2 you were very satisfied with the nature of the job?  
3 A. Yes.  
4 Q. Did you check off that you were very  
5 satisfied with the use of skills and experiences? 15:31  
6 A. Yes.  
7 Q. Did you check off that you were satisfied  
8 with the performance evaluations?  
9 A. Yes.  
10 Q. Did you check off that you were very 15:32  
11 satisfied with training programs?  
12 A. Yes, I did.  
13 Q. Did you check off that you were very  
14 dissatisfied with advancement opportunities?  
15 A. Yes, I did. 15:32  
16 Q. Were you sincere about these check-offs when  
17 you checked these off?  
18 A. Depending on the category, yes.  
19 Q. What do you mean "depending on the category"?  
20 A. I was sincere about the lack of advancement 15:32  
21 for opportunities. I was very dissatisfied with that.  
22 Q. Were you sincere when you checked off that  
23 you were either very satisfied or satisfied with the  
24 other four categories?  
25 A. Yes, I was sincere. 15:32

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1 Q. Were you sincere when you checked off that  
2 you were very satisfied with salary and benefits?  
3 A. Yes.  
4 Q. Were you sincere when you checked off that  
5 you were satisfied with supervision? 15:32  
6 A. To the extent, yes, yes.  
7 Q. To what extent were you not? Just Mason?  
8 A. Yes, exactly.  
9 Q. Were you sincere when you checked off that  
10 you were very satisfied with working conditions and 15:33  
11 overall as a place to work?  
12 A. Yes, I was very satisfied.  
13 Q. Now, under that there is a question, some of  
14 it is cut off. I apologize for the bad copy here. It  
15 says, "Relationship to supervisor." It says, "Okay." 15:33  
16 Did you write that in there?  
17 A. Yes, I did.  
18 Q. Were you sincere about that?  
19 A. Yes, I was.  
20 Q. That you had an okay relationship with Mason? 15:33  
21 A. I put that my relationship was okay at the  
22 time.  
23 Q. Then you checked off that you did take some  
24 complaints to your supervisor?  
25 A. Yes, I did. 15:33

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1 Q. What were those complaints?  
2 A. My complaints were that lack of advancement  
3 or opportunity and also me getting my endorsement  
4 LG-wise.  
5 Q. During this exit interview -- you understood 15:33  
6 that Christina was part of human resources department,  
7 didn't you?  
8 A. Yes. She was Houston's human resources  
9 individual.  
10 Q. Did you inform her that you felt you were 15:34  
11 discriminated against during your employment?  
12 A. No, I did not inform her.  
13 Q. Why not?  
14 A. Well, I never felt like Christina could do  
15 anything about anything anyway so I took my complaints 15:34  
16 to my immediate supervisor. And that was the route  
17 that I went.  
18 (McKenzie Exhibit No. 17 marked.)  
19 Q. Let me hand to you and your attorney a  
20 document that I have marked as Exhibit 17. This is a 15:34  
21 letter dated April 20, 2007, from Marsha Ramsey. Do  
22 you remember receiving this letter?  
23 A. Yes, I do remember.  
24 Q. Do you know what prompted this letter? Did  
25 you call Ms. Ramsey? 15:34

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1 A. I'm not really sure what prompted the  
2 conversation or whether I got this letter first and  
3 responded afterwards or I called.  
4 Q. It says in the first paragraph -- it says,  
5 "This is a follow-up to our prior correspondence and 15:35  
6 telephone conversation concerning your dissatisfaction  
7 with the Tankerman Career Academy." So I'm  
8 wondering -- that leads me to believe that you either  
9 wrote to Ms. Ramsey or called her on the -- well, on  
10 the telephone both and said you were dissatisfied with 15:35  
11 the TCA.  
12 A. I wanted -- I don't really recall how that  
13 went. But I want to say that I was -- I was told to  
14 call Marsha because there was communication between  
15 myself and Christina on being eligible for rehire at 15:35  
16 one particular time.  
17 Q. Okay.  
18 A. And that was based on my termination. I  
19 think this was a consideration because PSC has  
20 terminated people before and had hired them back. 15:36  
21 based on disciplinary situation. So upon me leaving  
22 Christina's office, my question to her was, "Am I  
23 eligible for rehire?" And she could not answer that.  
24 Q. Let me ask you a question going back to your  
25 termination. You made a comment that barges are often 15:36

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1 overdrafted.  
2 A. Yes.  
3 Q. Do you know of any other tankerman for PSC  
4 that overdrafted a barge, reported the wrong drafts  
5 and was not terminated? 15:36  
6 A. I know Alex. Alex Jackson indicated that he  
7 overloaded the barge.  
8 Q. Which barge is that?  
9 A. I don't know. He's done it in his career.  
10 Like I said, it happens more often than you think. 15:37  
11 Some are recorded, some are not. It's up to the  
12 supervisor and the facility. They can exercise the  
13 right to handle it however they want. Not necessarily  
14 are all of them done that way. Like I said, it's up  
15 to the supervisor. 15:37  
16 Q. Is Mr. Jackson white or black?  
17 A. No. He's black.  
18 Q. Is he the only one that has ever told you or  
19 that you have reason to believe overloaded a barge?  
20 A. I would say every tankerman at PSC has 15:37  
21 overloaded a barge at some point in their career.  
22 It's inevitable. It's going to happen.  
23 Q. Did Mr. Jackson indicate whether or not he  
24 reported to dispatch the correct drafts or incorrect  
25 drafts? 15:38

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1 A. That I'm not sure. For me overloading the  
2 barge, I felt like prior to me even overloading the  
3 barge, there was no room for error for me as a  
4 tankerman. There never has been, despite all the  
5 things that you hear in the field and things that I 15:38  
6 know by some of the people that I have spoken with.  
7 And all I can do is do my career under one particular  
8 supervisor.  
9 Q. Let's go back to Exhibit 17. Who is your  
10 current supervisor with your company now? 15:38  
11 A. I guess Lorie. She's our crew manager.  
12 Q. You haven't had any problems with her?  
13 A. No, I haven't had any problems. I had  
14 documentation that could back up me not having any  
15 problems with the company I'm at now. 15:39  
16 Q. What is Lorie's last name?  
17 A. I can't think of her last name right now. I  
18 work under the direction of Bob Bouchard, which he's  
19 the owner of the company.  
20 Q. You mentioned -- what documentation are you 15:39  
21 talking about? You said had documentation evidencing  
22 that you have had no problems with the company.  
23 A. That I'm with now?  
24 Q. Yes.  
25 A. Yes, I do. 15:39

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1 Q. What is that?  
2 A. Letters of recommendation, evaluation.  
3 Q. Going back to Exhibit 17, in the third  
4 paragraph it says, "I understand you are unhappy with  
5 not getting the LG endorsement because you did not get 15:39  
6 enough actual transfers." Do you remember telling  
7 Ms. Ramsey that?  
8 A. I don't believe we spoke about that  
9 specifically having enough transfers. That part of it  
10 I don't recall. 15:40  
11 Q. Do you remember expressing to her that you  
12 were unhappy about not getting your LG endorsement?  
13 A. Yes, I definitely remember that.  
14 Q. Why don't you take a minute and read over  
15 this letter and tell us if there is anything in that 15:40  
16 letter that Ms. Ramsey says that you disagree with or  
17 think is incorrect.  
18 A. I don't agree with the last paragraph where  
19 I'm being suggested to go to another place of  
20 employment, who would give me the opportunity to 15:40  
21 receive my LG endorsement because I was with the  
22 company that could have done that for me. And even  
23 though me not having an LG endorsement didn't  
24 negatively impact me having a career as tankerman, it  
25 did impact my earning potential. So those two -- 15:41

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1 those two points are what I have a problem with.  
2 (McKenzie Exhibits 18 and 19 marked.)  
3 Q. Let me hand to you and your attorney a  
4 document that I have marked as Exhibit 18. I'll go  
5 ahead and hand you Exhibit 19 as well. Exhibit 18 is 15:41  
6 a copy of the Charge of Discrimination you filed with  
7 the Equal Employment Opportunity Commission. Correct?  
8 A. Yes.  
9 Q. Now I want to ask you -- that's your  
10 signature down at the bottom? 15:42  
11 A. That is my signature at the bottom.  
12 Q. You dated it 9/7/07?  
13 A. Yes.  
14 Q. The notary is named McKenzie, too. Who is  
15 that? 15:42  
16 A. My wife is a notary.  
17 Q. She's a notary?  
18 A. Yes.  
19 Q. What does she do?  
20 A. She's a payroll consultant. 15:42  
21 Q. Did you go down to the EEOC to fill this out  
22 or did you send them some information and fill this  
23 out and sign it at your home?  
24 A. No. Actually, I did my EEOC through my  
25 attorney. 15:42

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1 Q. Okay. Now, I want to ask you a couple of  
2 questions about here where it says the particulars.  
3 Right where I'm pointing. A little bit past halfway  
4 it says, "I graduated from Petroleum Service  
5 Corporation Tankerman Academy in March 2006." That 15:42  
6 should actually be 2005. Correct?  
7 A. Yes.  
8 Q. And then you say, "At that time I was denied  
9 the LG endorsement because of my race." Correct?  
10 A. Yes. 15:43  
11 Q. Then it says, "In March 2006," that should  
12 all be 2005. Right?  
13 A. Where are you seeing that?  
14 Q. The next sentence, it says, "In March 2006, I  
15 became an employee." 15:43  
16 A. Yes, yes.  
17 Q. You had actually been an employee of PSC  
18 since November of 2005. Correct?  
19 A. Yes.  
20 Q. You were just in the academy. 15:43  
21 MS. TACKETT: November '04.  
22 A. November '04.  
23 Q. You're right. Thanks. You've got a sentence  
24 in here, "Other white tankermen that graduated in my  
25 class were assigned to different groups and received 15:44

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1 their LG endorsement." Who are you talking about?  
2 A. Mr. Robert --  
3 Q. Franks?  
4 A. Robert Franks.  
5 Q. Okay. Didn't he have his endorsement when he 15:44  
6 graduated?  
7 A. He may have.  
8 Q. Okay. You don't know.  
9 A. I know he has his LG endorsement. I know he  
10 used to do a lot of liquefied LG barge work in 15:44  
11 Corpus -- Corpus Christi.  
12 Q. Who else are you talking about? You say  
13 other tankermen plural. Who else are you talking  
14 about besides Mr. Franks?  
15 A. I think Crockett -- Bruce Crockett has his 15:44  
16 LG.  
17 Q. Do you know if he got it upon graduation or  
18 afterwards?  
19 A. I'm not sure.  
20 Q. Then you say, "Until my termination, I 15:44  
21 continued to request the training required to become  
22 eligible for the LG endorsement." What additional  
23 training did you think you needed?  
24 A. Whatever training that PSC was supposed to  
25 provide for me to ensure that I get my LG. 15:45

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1 Q. You say, "But my supervisor, Mason Dela Cruz,  
2 and PSC denied my request." They didn't actually deny  
3 your request. They just didn't do it. Is that right?  
4 A. Through their actions.  
5 Q. I understand. 15:45  
6 A. Exactly.  
7 Q. They didn't come out and say, "No, you're not  
8 getting this"?  
9 A. No, they did not say that.  
10 Q. It says, "When I was terminated, Marsha 15:45  
11 Ramsey in human resources offered me \$1,000 to buy my  
12 silence about PSC's failure to provide the LG  
13 endorsement. I refused the money." What are you  
14 talking about there?  
15 A. I'm saying -- actually, it was Christina. 15:45  
16 And I guess she would get the dollar amount from maybe  
17 even Marsha. I'm not sure. But it was offered to me  
18 and as a settlement for my lack of having the LG and  
19 that was supposed to supposedly cover reimbursement  
20 for my tuition, is what I was told. So that's what I 15:46  
21 mean. And I refused to accept \$1,000.  
22 Q. It says, "To buy my silence." Someone told  
23 you that you couldn't talk about it?  
24 A. Well, what I mean by that actually is if I  
25 was to accept the \$1,000, then I would be silencing my 15:46

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1 complaint.  
2 Q. That was an assumption of yours. No one told  
3 you --  
4 A. No. No one told me that.  
5 Q. Why do you say that was a condition -- that 15:46  
6 settlement -- that was a settlement offer?  
7 A. Well, because, again, that's to compensate  
8 for supposedly reimbursement of tuition for me not  
9 getting my liquefied gas endorsement.  
10 Q. Did Christina or Ms. Ramsey or anyone else 15:47  
11 tell you that that would be a settlement?  
12 A. Well, that's what it's for.  
13 Q. How do you know that?  
14 A. Well, Christina told me that's what it's for.  
15 Q. Exhibit 19, is this the affidavit you 15:47  
16 provided to the EEOC?  
17 A. What is it?  
18 Q. Exhibit 19.  
19 A. Yes.  
20 Q. Do you remember filling out any other 15:47  
21 paperwork that was submitted to the EEOC besides  
22 Exhibits 18 and 19?  
23 A. No.  
24 (McKenzie Exhibit No. 20 marked.)  
25 Q. I'm going to hand to you and your attorney an 15:48

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1 exhibit marked as Exhibit 20. Do you remember  
2 receiving this Dismissal and Notice of Right to Sue  
3 from the EEOC?  
4 A. Yes.  
5 Q. Was it your understanding that the EEOC did 15:48  
6 not find that you had been discriminated against?  
7 A. I read that sentence and I assumed that's  
8 what it is meaning, yes.  
9 Q. Did you ever talk to anyone at the EEOC about  
10 your allegations? 15:48  
11 A. No, I did not.  
12 (McKenzie Exhibit No. 21 marked.)  
13 Q. I'm going to hand to you and your attorney a  
14 document I marked as Exhibit 21, which is the  
15 Employment Application you filled out with Crowley. 15:49  
16 A. I believe it is.  
17 Q. Is all the handwritten material on here  
18 yours?  
19 A. Yes, it is.  
20 Q. On the third page -- well, on the fourth 15:49  
21 page, that is your signature down at the bottom?  
22 A. On the fourth page, yes, it is.  
23 Q. That's dated June 7, 2007?  
24 A. Yes.  
25 Q. Is that about the time you went to work for 15:49

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1 Crowley?  
2 A. Yes. That's about right, June of '07.  
3 Q. Did you say you earned more from Crowley  
4 during the few months you worked for them than you  
5 were earning when your employment with PSC ended? 15:49  
6 A. Yes, I was making more. Now, I will say  
7 this. When you're working with Crowley and Bouchard,  
8 even though you're a tankerman, pay scale is always  
9 going to be different. I'm on ship versus shoreside.  
10 Shoreside tankerman don't make as much as someone who 15:50  
11 works on a ship. So any time you're away from home,  
12 they make provisions for that and most people that  
13 work offshore get paid a daily rate.  
14 Q. On the third page of Exhibit 21, it's got --  
15 you list SGS there. And under reason for leaving or 15:50  
16 considering leaving, it says, "On call and  
17 scheduling." What does that mean?  
18 A. Actually, I put that down on my application  
19 because that is one -- that's a reason -- that's  
20 another reason. I didn't like the schedule. But I 15:50  
21 did like what the next part of it. It says, "May we  
22 contact." I had no problem with them contacting PSC  
23 to even get into whatever they wanted to discuss.  
24 Q. Then under your ending rate of pay you listed  
25 \$24 per hour. Is that right? 15:51

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1 A. Yeah. That was -- I did that based on kind  
2 of like an average of me doing -- load barges,  
3 sometimes I would get a little bit of overtime. So  
4 that's where I came up with that figure.  
5 (McKenzie Exhibit No. 22 marked.) 15:51  
6 Q. We're almost done. Let me hand to you and  
7 your attorney a document I'm marking as Exhibit 22,  
8 which are actually discovery responses that were  
9 prepared by your attorney in this case. I just want  
10 to ask you a couple of questions about a couple of 15:52  
11 answers. On page 2 it asks about doctors that you've  
12 seen from January 1, 2004 to the present. And your  
13 attorney has made some objections, but the only doctor  
14 listed is Dr. Paul Marullo. Is that the doctor that  
15 you were seeing for the car accident? 15:52  
16 A. Yes.  
17 Q. Have you seen any doctors for anything that  
18 you attribute to Petroleum Service Corporation?  
19 A. No.  
20 Q. If you'll look at page 4. In response to 15:52  
21 Interrogatory No. 5, you've got as your earnings per  
22 Crowley 385 per day. Is that accurate?  
23 A. Yeah, that's about right.  
24 Q. You worked there from about June to August of  
25 2007? 15:53

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1 A. Yes. The actual dollar amount, I would  
2 probably have to get back with you on that. I need to  
3 double-check that, because that changed, too, while I  
4 was there.  
5 Q. 311 a day for Bouchard, is that accurate? 15:53  
6 A. That's accurate.  
7 Q. Then on the next page in response to  
8 Interrogatory No. 7 you had also applied for Florida  
9 Marine Transporters?  
10 A. Yes. 15:53  
11 Q. Did they tell you why they were not hiring  
12 you?  
13 A. I accepted a position at Bouchard.  
14 Q. Okay. Did Florida Marine offer you a job  
15 also? 15:54  
16 A. Yes, they did.  
17 Q. What about Moran Towing?  
18 A. Moran, they hired me, but they never made the  
19 provisions to send me out to -- they are located out  
20 of New York or Staten Island. They never called. 15:54  
21 They called. I interviewed. I sent in all my  
22 information. They checked it out. It's a union-type  
23 company. So they were in process of union  
24 negotiations or something. I never heard from them  
25 after that. 15:54

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1 Q. Mr. McKenzie, I appreciate your patience with  
2 me. I just have a few more questions and then we'll  
3 be done.  
4 Do you contend you suffered emotional  
5 distress as a result of anything that happened to you 15:54  
6 at Petroleum Service Corporation?  
7 A. Yes. I experienced some emotional distress.  
8 It's a situation that I find difficult to re-enact  
9 from time to time.  
10 Q. Tell me how you contend you've suffered 15:55  
11 emotional distress.  
12 A. Well, it's almost made me a little concerned  
13 about fairness in the marine industry. It impacted my  
14 family life a little bit with the stress of not  
15 knowing what we're going to do financially. 15:55  
16 Q. Your wife was always supportive of you.  
17 though, wasn't she?  
18 A. Yes, uh-huh.  
19 Q. So the impact on your family life was just  
20 worries about losing your job? 15:56  
21 A. Pretty much just, yes, about losing my job.  
22 I did have the support of my wife.  
23 Q. Okay. How else do you contend you have  
24 suffered emotional distress?  
25 A. For me to depend on my wife for a moment 15:56

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1 financially, like I said, that caused a little stress  
2 within myself.  
3 Q. Anything else?  
4 A. No.  
5 Q. You said you didn't see any doctor. Did you 15:56  
6 take any sort of medicine for emotional distress?  
7 A. No, I did not.  
8 Q. Have you had any physical problems that you  
9 attribute to Petroleum Service Corporation?  
10 A. None whatsoever. 15:57  
11 Q. And I know there is a claim for lost wages  
12 and I've got a pretty good handle on that. Are there  
13 any benefits that you had with Petroleum Service  
14 Corporation that you don't have in your current  
15 employment? 15:57  
16 A. Are there any benefits?  
17 Q. Do you have hospitalization?  
18 A. Yes, I do.  
19 Q. What about 401(k)?  
20 A. I have 401(k). 15:57  
21 Q. Are there any benefits that you had with  
22 Petroleum Service Corporation that you don't have now  
23 with your current employer?  
24 A. Well, no. They are about the same.  
25 Q. Are there any other -- are there any other 15:57

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1 damages that you contend you have suffered as a result  
2 of anything that you attribute to Petroleum Service  
3 Corporation?  
4 A. I attribute me being impacted with my earning  
5 potential -- the potential to pursue a career in 15:58  
6 liquefied gas transfers versus DL, dangerous liquid  
7 transfers, because there are companies that do just  
8 liquefied gas transfers.  
9 Q. Who are some of those? Can you tell me.  
10 A. I don't have any of the names right off. 15:58  
11 Q. Anything else? Earning potential I  
12 understand. Is there anything else that you contend  
13 in terms of damage. You didn't lose a house or a car  
14 or anything, did you?  
15 A. No, I did not. 15:58  
16 Q. Anything else you can think of in terms of  
17 damages?  
18 A. No. Just sort of the stress that I went  
19 through and going through not capitalizing on the  
20 money that I possibly could have made with PSE and 15:59  
21 other employers.  
22 Q. I think you said earlier that you haven't  
23 talked to anyone about testifying for you in that  
24 case.  
25 A. No, no, I have not. 15:59

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1 MR. KIGGANS: Let's take a quick break  
2 and I'm going to check with my two bosses here to the  
3 left and see if they have -- see if I missed anything.  
4 (Break from 3:59 p.m. to 4:00 p.m.)  
5 MR. KIGGANS: Mr. McKenzie, those are 16:00  
6 all the questions I have. Thank you for your patience  
7 and cooperation.  
8 THE WITNESS: Okay. Thank you.  
9 (Proceedings concluded at 4:01 p.m.)  
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Pages 173 to 176

Page 177

1 CHANGES AND SIGNATURE  
2 WITNESS NAME: ARTHUR MCKENZIE, JR.  
3 PAGE LINE CHANGE REASON  
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1 COUNTY OF HARRIS )  
STATE OF TEXAS )  
2  
3 REPORTER'S CERTIFICATION  
4  
5 I, Phyllis Loy, Certified Shorthand Reporter  
6 in and for the State of Texas, hereby certify that  
7 this transcript is a true record of the testimony  
8 given.  
9 I further certify that I am neither attorney  
10 nor counsel for, related to, nor employed by any of  
11 the parties to the action in which this testimony was  
12 taken. Further, I am not a relative or employee of  
13 any attorney of record in this cause, nor do I have a  
14 financial interest in the action.  
15 That the amount of time used by each party at  
16 the deposition is as follows:  
17 Mr. Kiggans - 3 hours, 55 minutes  
18 That pursuant to information given to the  
19 deposition officer at the time said testimony was  
20 taken, the following includes counsel for all parties  
21 of record:  
22 Ms. Deshonda Charles Tackett, Attorney for  
23 Plaintiff, Fax No. 713.227.2827.  
24 Mr. Thomas H. Kiggans and Mr. Andrew,  
25 Woellner, Attorneys for Defendant, Fax No.

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1 I, ARTHUR MCKENZIE, JR., have read the  
2 foregoing deposition and hereby affix my signature  
3 that same is true and correct, except as noted above.  
4  
5 ARTHUR MCKENZIE, JR.  
6 Job No. 77451  
7 STATE OF TEXAS )  
COUNTY OF )  
8  
9 Before me, \_\_\_\_\_, on this day  
10 personally appeared ARTHUR MCKENZIE, JR., known to me  
11 (or proved to me on the oath of \_\_\_\_\_ or  
12 through \_\_\_\_\_) (description of identity  
13 card or other document) to be the person whose name is  
14 subscribed to the foregoing instrument and  
15 acknowledged to me that he/she executed the same for  
16 the purposes and consideration therein expressed.  
17 Given under my hand and seal of office this  
18 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
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26 NOTARY PUBLIC IN AND FOR  
THE STATE OF \_\_\_\_\_

Page 180

1 225.381.9197.  
2 Subscribed and sworn to this August 4, 2009.  
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The original file was electronically signed  
using RealLegal technology.

PHYLLIS LOY  
Certified Court Reporter  
in and for the State of Texas  
Certification No. 3301  
Expiration Date: 12/31/10

Pages 177 to 180



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1 COUNTY OF HARRIS )  
STATE OF TEXAS )

2

3 REPORTER'S SUPPLEMENTAL CERTIFICATE

4

5 I hereby certify that the witness was  
6 notified on \_\_\_\_\_ that the witness has 30  
7 days (\_\_\_\_\_ days per agreement of counsel) after  
8 being notified by the officer that the transcript is  
9 available for review by the witness and if there are  
10 changes in form or substance to be made, then the  
11 witness will sign a statement reciting such changes  
12 and the reasons given by the witness for making them;  
13 That the witness signature was/was not  
14 returned as of \_\_\_\_\_.  
15 Subscribed and sworn to on this the \_\_\_\_\_  
16 day of \_\_\_\_\_, \_\_\_\_\_.  
17  
18  
19  
20

21 \_\_\_\_\_  
PHYLLIS LOY  
22 Certified Court Reporter  
23 In and for the State of Texas

24 Certification No. 3301  
25 Expiration Date: 12/31/10

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